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ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**02/13/2025**  
Clerk of the Court  
BY: SAHAR ENAYATI  
Deputy Clerk

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
FOR THE COUNTY OF SAN FRANCISCO-UNLIMITED JURISDICTION**

CURTIS ANDERSON; TERRENCE BANKS;  
IRMA BRADLEYSHAW; AARON BRUNDIGE;  
CHRISTINA CARDOZA; JOHNNY  
CRAWFORD; PAMELA DARDEN; TOMI  
DAVIS; TONY DELEMA; DIEGO DURAN;  
DONA ELDERS; JAIME FAALOGOIFO;  
STEVEN FERGUSON; SHYLENE FLORES;  
ALEGRA FREEMAN; FRED GORTON;  
SELESTINE GRAHAM; BELTRAN GEMORA;  
JASON GREATHOUSE; AMANDA HINKLE;  
REGINALD HUGHES; ROBERT HURLEY;  
SPENCINA JACKSON; SHANTE JOHNSON;  
SEAN KEYOTE; MANUEL METCALF; ERIC  
MOSS; STEPHEN PERRY; ROBERT PORTER;  
STANLEY PROCTOR;; JAVIER RAMIREZ;  
YOLANDA REED; TIMOTHY REILLY; JACKIE  
ROBINSON; AUBIN SCOTLAND; JIM SMITH;  
MISAMI SMITH; MARK SUTTON; EMORY  
TAYLOR; FREDDY TAYLOR; NICHOLE  
THIERRY; ANGELA UNDERWOOD; RUBIN  
VILLAREAL; BRYAN WHILEY; CASSANDRA  
WYATT; SHAWN BUCKMASTER; MATTHEW  
BYRD; MICHAEL HEALY; ROBIN KIMBALL;  
ELAINE LUNA; LESLIE MALLO; DAWSON  
MAYS; MARCUS McNEALEY; ELAINE  
NIAMATA; SIDNEY POPE; JASON  
QUINONES; MARTHA REYES; MANUEL  
RUBIN; MORRIS SYLVE; SHANNELL  
STEWART; LARRY THOMAS; SAM WOLF;

Plaintiffs,

vs.

MERCY HOUSING MANAGEMENT GROUP;  
TAHANAN/833 BRYANT, A California Limited  
Partnership; 833 BRYANT LP; and DOES 2 to  
100, Inclusive,

Defendants.

**CASE NO: CGC-24-615447**

**FIRST AMENDED  
COMPLAINT FOR DAMAGES**

1. Breach of the Implied Warranty of Habitability
2. Habitability Tort
3. Nuisance
4. Negligence
5. Disability Discrimination under FEHA
6. Violations of the San Francisco Rent Ordinance section 37.10B
7. Intentional Infliction of Emotional Distress
8. Constructive Eviction
9. Request for Punitive Damages
10. Request for Reasonable Attorneys' Fees
11. Demand for Jury Trial

1  
2 Plaintiffs allege:

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4  
5 1. Plaintiffs are informed and believe, and thereon allege that  
6 MERCY HOUSING MANAGEMENT GROUP, TAHANAN/833 BRYANT, a  
7 California Limited Partnership, 833 BRYANT LP, and DOES 2 to 100, inclusive, were,  
8 at all times relevant and material to this Complaint, the managers, owners, master  
9 leaseholders, and landlords of a residential rental property located at 833 Bryant Street,  
10 San Francisco, California and hereinafter referred to as "subject property," or "subject  
11 premises."  
12

13 2. Plaintiffs are informed and believe and thereon allege that Defendant  
14 DOES 2-20, inclusive; are individuals, corporations, partnerships, joint ventures, limited  
15 liability companies or partnerships, limited partnerships, or other business entities,  
16 whose form is presently unknown to Plaintiffs and who are authorized to do business in  
17 the State of California.  
18

19 3. Plaintiffs are informed and believe that all Defendants and DOES 21 to  
20 30, inclusive, were at all times relevant and material to this Complaint, leaseholders of  
21 the subject premises who operated and managed the premises with full authority and  
22 consent from the remaining Defendants, sued herein as Does. 1-100, inclusive, at all  
23 times relevant hereto.  
24

25 4. Plaintiffs are informed and believe, and thereon allege that at all times  
26 relevant and material, all Defendants, and each of them, were acting under the authority  
27 and within the scope of their relationship to all of the other Defendants as agent,  
28

1 employee, servant, or joint venturer of the other and approved, authorized, and ratified  
2 one another's conduct with respect to the ownership and operation of the subject  
3 premises.  
4

5 5. On information and belief, all decisions concerning the condition of the  
6 subject premises were under all Defendants' control and power. Unless otherwise  
7 alleged, all illegal and wrongful acts occurred in or around the subject premises. Thus,  
8 venue is properly before this Court.  
9

10 6. Plaintiffs are ignorant of the true names and capacities of Defendants  
11 sued herein as DOES 2 to 100, inclusive, and therefore, pursuant to California Code of  
12 Civil Procedure Section 474, Plaintiffs sue these Defendants by such fictitious names.  
13

14 7. As to those allegations alleged in the complaint on information and  
15 belief, Plaintiffs are informed and believe that the same are true and correct.  
16

17 8. Plaintiffs are informed and believe that each of the named and  
18 fictitiously named Defendants are responsible in some manner for the occurrences  
19 alleged herein and that Plaintiffs' damages were proximately caused by their conduct.  
20

21 9. Plaintiffs will seek leave of Court to amend the operative complaint so as  
22 to allege the true names and capacities of each such DOE Defendant when the same has  
23 been ascertained.

24 10. Plaintiffs are informed and believe that each of the Defendants, including  
25 the fictitiously named Defendants, were the agents, servants, employees, master lessor  
26 and leasee, and joint venturers of each of the other Defendants; and, in doing the things  
27 hereinafter alleged were acting within the course and scope of such agency, servitude,  
28

1 employment, and joint venture.

2  
3 11. Plaintiffs are informed and believe that each and every wrongful and  
4 illegal act done by the Defendants complained of was done with the express or implied  
5 authorization and approval of all Defendants; and each Defendant has had actual or  
6 constructive knowledge of, and has ratified and approved the acts and omissions of the  
7 other Defendants, both named and fictitiously named.

8  
9 12. Plaintiffs are informed and believe that each of the Defendants acted in  
10 concert and furtherance of each other's interests; and that each Defendant, both named  
11 and fictitiously named, is individually, jointly, and severally liable for the wrongdoing  
12 alleged herein.

13  
14 13. Plaintiffs are informed and believe that all Defendants were Plaintiffs'  
15 landlords with respect to the subject property and during the times complained of  
16 herein.

17  
18 14. Plaintiffs are informed and believe all that of the untenable conditions  
19 complained of herein have existed from the day each Plaintiff moved in to the present.

20  
21 15. All named Plaintiffs resided at subject premises for thirty-two (32) or  
22 more consecutive days at the subject premises, and, therefore, all Plaintiffs were tenants  
23 of the subject premises by operation of law.

24  
25 16. Plaintiff CURTIS ANDERSON moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.

28 17. Plaintiff TERRENCE BANKS moved into the subject premises, had paid

1 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
2 said premises.  
3

4 18. Plaintiff IRMA BRADLEYSHAW moved into the subject premises, had  
5 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
6 tenant of said premises.  
7

8 19. Plaintiff AARON BRUNDIGE moved into the subject premises, had  
9 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
10 tenant of said premises.  
11

12 20. Plaintiff CHRISTINA CARDOZA moved into the subject premises, had  
13 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
14 tenant of said premises.  
15

16 21. Plaintiff JOHNNY CRAWFORD moved into the subject premises and  
17 had remained a known resident for at least thirty-two (32) day and is thus a tenant of  
18 said premises.  
19

20 22. Plaintiff PAMELA DARDEN moved into the subject premises, had paid  
21 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
22 said premises.  
23

24 23. Plaintiff TOMI DAVIS moved into the subject premises, had paid rent,  
25 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
26 premises.  
27

28 24. Plaintiff TONY DELEMA moved into the subject premises, had paid  
rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of

1 said premises.

2  
3 25. Plaintiff DIEGO DURAN moved into the subject premises, had paid  
4 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
5 said premises.

6  
7 26. Plaintiff DONA ELDERS moved into the subject premises, had paid  
8 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
9 said premises.

10  
11 27. Plaintiff JAIME FAALOGOIFO moved into the subject premises, had  
12 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
13 tenant of said premises.

14  
15 28. Plaintiff STEVEN FERGUSON moved into the subject premises, had  
16 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
17 tenant of said premises.

18  
19 29. Plaintiff SHYLENE FLORES moved into the subject premises, had paid  
20 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
21 said premises.

22  
23 30. Plaintiff ALEGRA FREEMAN moved into the subject premises, had  
24 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
25 tenant of said premises.

26  
27 31. Plaintiff FRED GORTON moved into the subject premises, had paid  
28 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
said premises.

1 32. Plaintiff SELESTINE GRAHAM moved into the subject premises, had  
2 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
3 tenant of said premises.  
4

5 33. Plaintiff BELTRAN GEMORA moved into the subject premises, had  
6 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
7 tenant of said premises.  
8

9 34. Plaintiff JASON GREATHOUSE moved into the subject premises, had  
10 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
11 tenant of said premises.  
12

13 35. Plaintiff AMANDA HINKLE moved into the subject premises, had paid  
14 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
15 said premises.  
16

17 36. Plaintiff REGINALD HUGHES moved into the subject premises, had  
18 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
19 tenant of said premises.  
20

21 37. Plaintiff ROBERT HURLEY moved into the subject premises, had paid  
22 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
23 said premises:  
24

25 38. Plaintiff SPENCINA JACKSON moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.  
28

39. Plaintiff SHANTE JOHNSON moved into the subject premises, had paid

1 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
2 said premises.  
3

4 40. Plaintiff SEAN KEYOTE moved into the subject premises, had paid  
5 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
6 said premises.  
7

8 41. Plaintiff MANUEL METCALF moved into the subject premises, had  
9 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
10 tenant of said premises.  
11

12 42. Plaintiff ERIC MOSS moved into the subject premises, had paid rent,  
13 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
14 premises.  
15

16 43. Plaintiff STEPHEN PERRY moved into the subject premises, had paid  
17 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
18 said premises.  
19

20 44. Plaintiff ROBERT PORTER moved into the subject premises, had paid  
21 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
22 said premises.  
23

24 45. Plaintiff STANLEY PROCTOR moved into the subject premises, had  
25 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
26 tenant of said premises.  
27

28 46. Plaintiff JAVIER RAMIREZ moved into the subject premises, had paid  
rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of



1 said premises.

2  
3 47. Plaintiff YOLANDA REED moved into the subject premises, had paid  
4 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
5 said premises.

6  
7 48. Plaintiff TIMOTHY REILLY moved into the subject premises, had paid  
8 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
9 said premises.

10  
11 49. Plaintiff JACKIE ROBINSON moved into the subject premises, had paid  
12 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
13 said premises.

14  
15 50. Plaintiff AUBIN SCOTLAND moved into the subject premises, had paid  
16 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
17 said premises.

18  
19 51. Plaintiff JIM SMITH moved into the subject premises, had paid rent, and  
20 had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
21 premises.

22  
23 52. Plaintiff MISAMI SMITH moved into the subject premises, had paid  
24 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
25 said premises.

26  
27 53. Plaintiff MARK SUTTON moved into the subject premises, had paid  
28 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
said premises.

1 54. Plaintiff EMORY TAYLOR moved into the subject premises, had paid  
2 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
3 said premises.  
4

5 55. Plaintiff FREDDY TAYLOR moved into the subject premises, had paid  
6 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
7 said premises.  
8

9 56. Plaintiff NICHOLE THIERRY moved into the subject premises, had  
10 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
11 tenant of said premises.  
12

13 57. Plaintiff ANGELA UNDERWOOD moved into the subject premises,  
14 had paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
15 tenant of said premises.  
16

17 58. Plaintiff RUBIN VILLAREAL moved into the subject premises, had  
18 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
19 tenant of said premises.  
20

21 59. Plaintiff BRYAN WHILEY moved into the subject premises, had paid  
22 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
23 said premises.  
24

25 60. Plaintiff CASSANDRA WYATT moved into the subject premises, had  
26 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
27 tenant of said premises.  
28

61. Plaintiff SHAWN BUCKMASTER moved into the subject premises, had

1 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
2 tenant of said premises.  
3

4 62. Plaintiff MATTHEW BYRD moved into the subject premises, had paid  
5 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
6 said premises.  
7

8 63. Plaintiff MICHAEL HEALY moved into the subject premises, had paid  
9 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
10 said premises.  
11

12 64. Plaintiff ROBIN KIMBALL moved into the subject premises, had paid  
13 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
14 said premises.  
15

16 65. Plaintiff ELAINE LUNA moved into the subject premises, had paid  
17 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
18 said premises.  
19

20 66. Plaintiff LESLIE MALLO moved into the subject premises, had paid  
21 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
22 said premises.  
23

24 67. Plaintiff DAWSON MAYS moved into the subject premises, had paid  
25 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
26 said premises.  
27

28 68. Plaintiff MARCUS McNEALEY moved into the subject premises, had  
paid rent, and had remained a resident for at least thirty-two (32) day and is thus a

1 tenant of said premises.

2  
3 69. Plaintiff ELAINE NIAMATA moved into the subject premises, had paid  
4 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
5 said premises.

6  
7 70. Plaintiff SIDNEY POPE moved into the subject premises, had paid rent,  
8 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
9 premises.

10  
11 71. Plaintiff JASON QUINONES moved into the subject premises, had paid  
12 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
13 said premises.

14  
15 72. Plaintiff MARTHA REYES moved into the subject premises, had paid  
16 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
17 said premises.

18  
19 73. Plaintiff MANUEL RUBIN moved into the subject premises, had paid  
20 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
21 said premises.

22  
23 74. Plaintiff MORRIS SYLVE moved into the subject premises, had paid  
24 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
25 said premises.

26  
27 75. Plaintiff SHANNELL STEWART moved into the subject premises, had  
28 paid rent, and had remained a resident for at least thirty-two (32) day and is thus a  
tenant of said premises.

1 76. Plaintiff LARRY THOMAS moved into the subject premises, had paid  
2 rent, and had remained a resident for at least thirty-two (32) day and is thus a tenant of  
3 said premises.  
4

5 77. Plaintiff SAM WOLF moved into the subject premises, had paid rent,  
6 and had remained a resident for at least thirty-two (32) day and is thus a tenant of said  
7 premises.  
8

9 **FIRST CAUSE OF ACTION**  
10 **(All Plaintiffs against all Defendants)**  
11 **(Breach of the Implied Warranty of Habitability)**

12 78. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
13 paragraphs 1 through 77 as though fully set forth herein.

14 79. With respect to the residential rental premises identified in this  
15 complaint, there were defective conditions, untenable conditions and code violations  
16 which together and individually violate law, which include, but are not limited to the  
17 Uniform Housing Code, the Uniform Building Code, California Civil Code sections  
18 1941.1, 1941.3, 1942 et. seq. 1942.4, and the California Health and Safety Code  
19 sections 17920.3, 17920.10 and related sub-sections, and other city and county codes  
20 according to proof.  
21

22 80. Plaintiffs have been adversely affected and damaged by one or more of  
23 living conditions which include, but are not necessarily limited, to the following:  
24

- 25 a. Bed bug infestation.  
26 b. Cockroach infestation.  
27 c. Rodent infestation.  
28

- d. Lack of effective waterproofing and weather protection.
- e. Unsanitary and inadequate garbage and trash areas and removal.
- f. Non-working smoke detectors.
- g. Fire hazards in building.
- h. Lack of safe fire or emergency exit for some Plaintiffs.
- i. Elevators which do not operate.
- j. Lack of security which allows the regular presence of trespassers in and around the subject premises.
- k. Lack of screening and security which allows criminal threats and attacks on Plaintiffs and others in and around the subject premises.
- l. Lack of effective and safe plumbing facilities.
- m. Lack of hot or cold running water and a properly working sewage system.
- n. Lack of heating facilities.
- o. Poor electrical lighting and/or wiring.
- p. Poor condition of floors.
- q. Trip and fall hazards.
- u. Slip and fall hazards.
- r. On site disruptive and dangerous construction.
- s. Water intrusion
- t. Other unhealthy and unsafe conditions according to proof.
81. The unhealthy, unsafe, dangerous, and defective conditions alleged

1 herein have existed in violation of law which requires that a building intended and used  
2 for human occupancy be maintained with habitable conditions.

3  
4 82. Defendants had actual or constructive knowledge of the untenable  
5 conditions in their property but failed or refused to effectively correct them. The defects  
6 and conditions were not caused by the wrongful or abnormal use of the premises by  
7 Plaintiffs or anyone else acting on Plaintiffs' behalf.

8  
9 83. Because of the conduct of the Defendants sued herein as alleged above,  
10 all Defendants breached and violated the implied duty to provide and maintain the  
11 subject premises in a habitable condition and violated other provisions of law as alleged  
12 herein.

13  
14 84. As a proximate and legal result of the acts and omissions of the  
15 Defendants sued herein, the subject premises were untenable, unsafe, and dangerous.

16  
17 85. As a proximate result of the conditions existing in the premises and the  
18 conduct of Defendants herein, Plaintiffs have sustained compensatory, economic, non-  
19 economic in amounts according to proof.

20  
21 86. As a further result of Defendants' conduct, Plaintiffs are entitled to  
22 compensatory damages, reasonable attorneys' fees, and costs in amounts according to  
23 proof for the breach of the implied warranty of habitability and for violations of the San  
24 Francisco Rent Stabilization and Arbitration Ordinance section 37.10B, as alleged  
25 herein and all other statutory enhancements in amounts according to proof.

26  
27 **SECOND CAUSE OF ACTION**  
28 **(Plaintiffs against all Defendants)**  
**(Habitability Tort)**

1 87. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
2 paragraphs 1 through 86 as though fully set forth herein.  
3

4 88. Plaintiffs asserted their rights under law, complained, and Plaintiffs  
5 provided actual notice about the untenable conditions which constitute breaches of  
6 the implied warranty of habitability in tort to Defendants, Defendants' agents, and/or  
7 government officials. The untenable conditions were sufficient to provide  
8 constructive notice to all Defendants and, on information and belief, have existed from  
9 the day each Plaintiff moved into the subject premises to the present. In response,  
10 Defendants failed and refused to make timely repairs and correct the untenable  
11 conditions, thus demonstrating a conscious disregard for the health and safety of the  
12 Plaintiffs herein.  
13

14 89. Plaintiffs have suffered physical injury, mental distress, annoyance,  
15 and/or discomfort as a result of the untenable conditions listed above. As a proximate  
16 and legal result of the tortious conduct of Defendants, and each of them, Plaintiffs have  
17 lost full use of the premises and have sustained general damages.  
18

19 90. Defendants' failure and refusal to correct the defects in the subject  
20 premises and their conduct in dealing with plaintiffs was tortious, intentional,  
21 outrageous, despicable, malicious, or oppressive; or was done in a conscious disregard  
22 of the rights, health, and safety of Plaintiffs; and therefore, defendants are liable for  
23 punitive and exemplary damages.  
24  
25  
26

27 **THIRD CAUSE OF ACTION**  
28 **(Plaintiffs against all Defendants)**  
**(Nuisance)**



1 91. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
2 paragraphs 1 through 90 as though fully set forth herein.  
3

4 92. By virtue of Plaintiffs' rental of the subject premises, Plaintiffs have a  
5 property interest in the subject premises.  
6

7 93. The untenable conditions of the subject premises as alleged above  
8 including the poorly maintained elevators constituted a nuisance, in various forms,  
9 under Civil Code section 3479 et. seq. on the grounds that Plaintiffs were deprived of  
10 the full safe and healthy use of the premises which included full and free ingress and  
11 egress in and around the subject premises.  
12

13 94. Defendants were required by law to abate the nuisances but failed to do  
14 so and thus conditions on the premises constituted ongoing and continuous nuisances  
15 which deprived Plaintiffs of the safe and healthy use of the entire subject premises.  
16

17 95. With respect to the non-operating elevators, Defendants were required by  
18 law to abate the nuisance by permanently fixing the elevators so that they worked in a  
19 good, reliable, and efficient manner, but failed and refused to do so.  
20

21 96. With regard to all Defendants' liability for numerous instances of criminal  
22 conduct which occurs in and around the subject premises, and thus constitutes ongoing  
23 nuisances, some or all Plaintiffs, as alleged above, have complained to all Defendants  
24 that there was and is a lack of security which allows the regular presence of trespassers  
25 in and around the subject premises. Some or all of the Plaintiffs have complained to all  
26 Defendants that there is a lack of screening and security which has allowed and allows  
27 physical assaults on some of the Plaintiffs, including, but not limited to Plaintiff Angela  
28

1 Underwood by other tenants, visitors, and / or trespassers. Plaintiff Underwood has been  
2 the victim of numerous assaults and threats throughout her tenancy despite her  
3 complaining and reporting the assaults and threats to all Defendants. Defendants failed  
4 and refused to effectively remediate the assaults and threats on Plaintiff Underwood and  
5 other Plaintiffs according to proof.  
6

7  
8 97. As a proximate result of the conduct of Defendants, and each of them,  
9 some Plaintiffs, including but not limited to Plaintiff Angela Underwood, have  
10 sustained economic losses, and have suffered non-economic damages including but not  
11 limited to physical injury, discomfort, annoyance, and fear for their own health and  
12 safety.  
13

14 98. By their conduct in maintaining the nuisances, Defendants, and each of  
15 them, acted with a conscious disregard of the rights and safety of Plaintiffs including  
16 Plaintiff Underwood and, therefore, Defendants are liable for punitive and exemplary  
17 damages.  
18

19 **FORTH CAUSE OF ACTION**  
20 **(Plaintiffs against all Defendants)**  
21 **(Negligence)**

22 99. Plaintiffs repeat, re-allege and incorporate by reference the allegations of  
23 paragraphs 1 through 98, with the exception of those allegations alleging punitive  
24 damages, as though fully set forth herein.  
25

26 100. At all times relevant and material to the complaint, Defendants were  
27 under a duty to exercise due care in the operation and management of the subject  
28 premises. Defendants breached this duty by failing to disclose and correct the

1 untenable and illegal conditions as alleged herein; by failing to comply with all  
2 applicable health, safety and disability laws; and in the manner in which Defendants  
3 conducted themselves with respect to Plaintiffs.  
4

5 101. With regard to all Defendants' liability for numerous instances of  
6 criminal conduct which occurs in and around the subject premises, some or all  
7 Plaintiffs, as alleged above, have complained to all Defendants that there was and is a  
8 lack of security which allows the regular presence of trespassers in and around the  
9 subject premises. Some or all of the Plaintiffs have complained to all Defendants that  
10 there is a lack of screening and security which has allowed and allows physical assaults  
11 and threats on some of the Plaintiffs, including, but not limited to Plaintiff Angela  
12 Underwood by other tenants, visitors, and / or trespassers. Plaintiff Underwood has been  
13 the victim of assaults and threats throughout her tenancy despite her complaining and  
14 reporting the assaults and threats to all Defendants. Defendants failed and refused to  
15 effectively remediate the assaults and threats on Plaintiff Underwood and other  
16 Plaintiffs according to proof.  
17

18 102. As a proximate result of the conduct of Defendants, and each of them,  
19 some Plaintiffs, including but not limited to Plaintiff Angela Underwood, have  
20 sustained economic losses, and have suffered non-economic damages including but not  
21 limited to physical injury, discomfort, annoyance, and fear for their own health and  
22 safety.  
23

24 103. As a result thereof, some Plaintiffs, including but not limited to Plaintiff  
25 Angela Underwood, have suffered general damages in an amount according to proof.  
26  
27  
28

1 104. Plaintiffs, including Plaintiff Michael Healy, alleges that on or before  
2  
3 January 4, 2024, all Defendants, named and unnamed, negligently and carelessly  
4 owned, leased, managed, supervised, and controlled the subject premises, and  
5 negligently and carelessly permitted dogs with known and demonstrated aggressive,  
6 violent, and vicious propensities to occupy and live on the subject premises; and  
7 permitted the owners or caretakers of such dogs to allow the dogs to wander unsecured  
8 in and around the subject property which posed a reasonably foreseeable danger to  
9 persons in the subject property such as Plaintiff Healy and others. Plaintiffs experienced  
10 fear of being bitten by dogs in the subject premises.  
11

12  
13 105. In so doing, all Defendants failed to take reasonable and necessary  
14 measures to instruct and control the owners or caretakers to restrain, secure, and control  
15 dangerous and vicious dogs in the presence of persons, including Plaintiff, who, in all  
16 reasonable foreseeability, might be attacked in the subject premises by said dogs.  
17 Defendants, and each of them, carelessly and recklessly so conducted themselves  
18 despite the fact that Defendants had actual or constructive knowledge that such dogs  
19 posed a reasonably foreseeable risk of injury and harm to those persons, including  
20 Plaintiff Healy, who might be inside the subject premises, unless said dogs were  
21 adequately restrained, secured, and controlled.  
22

23  
24 106. As a proximate and legal result of the negligence of the Defendants,  
25 Plaintiff Healy was attacked by such dogs in the subject premises and Plaintiff sustained  
26 severe physical injuries and mental and emotional distress.  
27

28 107. As a proximate and legal result of the attack, Plaintiff sustained

1 healthcare expenses, both past and future. Some or all Plaintiffs sustained general  
2 damages due to the failure and refusal of all Defendants to provide effective controls on  
3 dogs in the subject premises.  
4

5 **FIFTH CAUSE OF ACTION**  
6 **(Plaintiffs against all Defendants)**  
7 **(Disability Discrimination under FEHA--Failure to Accommodate)**

8 108. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
9 paragraphs 1 through 107 as though fully set forth herein.

10 109. Some Plaintiffs have a disability as defined by Government Code  
11 sections 12955.3 and 12926, subdivision (m).  
12

13 110. Each Defendant, named and unnamed, is an "owner" as defined in  
14 Government Code section 12927. Said Defendants have, and are, doing business in the  
15 City and County of San Francisco, California; and are subject to suit under the  
16 California Fair Employment and Housing Act, as codified in Government Code section  
17 12900, et. seq. ("FEHA").  
18

19 111. The subject premises located at 833 Bryant Street, San Francisco,  
20 California is a "housing accommodation" as defined by Government Code section  
21 12927, subdivision (d).  
22

23 112. Government Code section 12955, subdivision (a) prohibits owners of  
24 housing accommodations from discriminating against any person because of his or her  
25 disability.  
26

27 113. At all times material and relevant to the Complaint, some Plaintiffs had a  
28 disability as described under FEHA. Plaintiffs' ability to walk is impaired. Some

1 Plaintiffs use a cane, a walker or a mobile chair for assistance in mobility. Or, Plaintiffs  
2  
3 have other disabilities, such as cardio-respiratory condition, which substantially affect a  
4 major life activity and impairs each's ability to walk or climb stairs.

5 114. All Defendants knew or should have known about some Plaintiffs'  
6 disabilities because all Defendants, both named and fictitiously named, and their agents  
7 and employees have seen those Plaintiffs use a cane, a walker, or a wheelchair. All  
8 Defendants knew or should have known about those Plaintiffs' disabilities because all  
9 Defendants, both named and fictitiously named, and their agents and employees have  
10 access to each of those Plaintiff's resident and healthcare file where such information  
11 about each of those Plaintiff's physical condition is available. Plaintiffs, either directly  
12 or through co-tenants or others have complained to Defendants about discrimination  
13 based on disability. Furthermore, on information and belief, Defendants, both named  
14 and fictitiously named, and their agents and employees have been the recipients of  
15 notifications about the subject property's problematic elevators by other persons, such as  
16 fellow tenants and public officials.

17 115. Government Code section 12927, subdivision (c) (1) defines  
18 "discrimination" to include "refusal to make reasonable accommodations in rules,  
19 policies, practices, or services when these accommodations may be necessary to afford a  
20 disabled person equal opportunity to use and enjoy a dwelling." In addition,  
21 discrimination also "include(s) any other denial or withholding of housing  
22 accommodations."

23 116. Government Code section 12955.1, subdivision (a) defines

1 "discrimination" to include "a failure to design and construct a covered multifamily  
2 dwelling in a manner that allows access to, and use by, disabled persons."

3  
4 117. As alleged herein, all Defendants, both named and fictitiously named,  
5 have discriminated against some Plaintiffs by failing to maintain the subject property in  
6 as manner which allows full access to, and use by some Plaintiffs.  
7

8 118. All Defendants, both named and unnamed, have discriminated against  
9 some Plaintiffs by failing to maintain the subject property in a manner which allows  
10 access to and use of and by some of the Plaintiffs. Specifically, the two elevators in the  
11 building have been in a regular and continuous state of disrepair and non-operation. The  
12 elevators have not been working properly for a period of several years up to the present.  
13 As a result of Defendants' failure to maintain these elevators, some Plaintiffs have  
14 suffered discrimination based on disability.  
15  
16

17 119. As a direct and proximate result of the unlawful discrimination of all  
18 Defendants, both named and fictitiously named, the disabled Plaintiffs have been  
19 harmed in mind and body in that these Plaintiffs have suffered non-economic damages  
20 for humiliation, mental anguish, emotional distress, pain and suffering, and fear in an  
21 amount according to proof.  
22

23 120. All Defendants', both named and fictitiously named, failure and refusal  
24 to effectively correct the non-functioning elevators in the subject property and their  
25 conduct in dealing with the disabled Plaintiffs was done in a conscious disregard of the  
26 rights and safety of the disabled Plaintiffs, and this is shown more specifically as  
27 follows: At times where the elevator in the subject property was out of service, the  
28

1 disabled Plaintiffs remained captive in each's apartment. Or, the disabled Plaintiffs had  
2 to try to use stairs to go up to and down from each's apartment. Or, the disabled  
3 Plaintiffs were adversely affected in other ways according to proof. Although Plaintiffs  
4 and others complained to Defendants, both named and fictitiously named, and/or their  
5 agents and employees, said Defendants and the agents and employees thereof took little  
6 to no effective action to correct the problematic elevator and make it compliant with  
7 requirements of law. Furthermore, agents and employees of all Defendants made  
8 fraudulent and misleading representations or intentionally conceals material facts to  
9 tenants of the subject property, including Plaintiffs about the problematic elevators.  
10 Therefore, Defendants have demonstrated a conscious disregard for the rights, health,  
11 and safety of the disabled Plaintiffs herein. Accordingly, Defendants are liable for  
12 punitive damages.

13  
14  
15  
16  
17 **SIXTH CAUSE OF ACTION**  
18 **(Plaintiffs against all Defendants)**  
19 **(Violations of the San Francisco Rent Stabilization**  
20 **and Arbitration Ordinance section 37.10B)**

21 121. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of  
22 paragraphs 1 through 120 as though fully set forth herein.

23 122. San Francisco Rent Stabilization and Arbitration Ordinance section  
24 37.10B provides: (a) No landlord, and no agent...or employee of the landlord shall do  
25 any of the following in bad faith: (1) Interrupt, terminate or fail to provide housing  
26 services required by contract or by State, County, or local housing health or safety laws;  
27 (2) Fail to perform repairs and maintenance required by contract or by State, County, or  
28 local housing, health or safety laws; (3) Fail to exercise due diligence in completing



1 repairs and maintenance once undertaken..., (9) Violate any law which prohibits  
2 discrimination based on actual or perceived...disability,... (10) Interfere with a tenant's  
3 right to quiet use and enjoyment of a rental housing unit as that right is defined by  
4 California law;...(15) Other repeated acts or omissions of such significance as to  
5 substantially interfere with or disturb the comfort, repose, peace or quiet of any person  
6 lawfully entitled to occupancy of such dwelling unit...or to surrender or waive any rights  
7 in relation to such occupancy.  
8

9  
10 123. By their conduct as alleged herein, all Defendants, both named and  
11 fictitiously named, engaged in violations of San Francisco Rent Stabilization and  
12 Arbitration Ordinance section 37.10B (a) (1) (2) (3) (9) (10) (15). Defendants, both  
13 named and unnamed, and each's employees have acted in bad faith in failing and  
14 refusing to maintain the subject premises in healthy, safe, and habitable condition and  
15 by failing and refusing to maintain the elevators in the subject premises in good  
16 working order so that Plaintiffs herein would and could be able to fully access the  
17 elevator, and enjoy the full benefit, access, peace, and quiet of each's residential rental  
18 housing unit. Although Plaintiffs and others complained to Defendants, both named and  
19 fictitiously named, and/or their agents and employees, said Defendants and the agents  
20 and employees thereof took little to no effective action to correct the problematic  
21 elevators and make the elevators compliant with requirements of law. Defendants made  
22 a conscious and knowing decision on a repetitive basis to specifically permit the  
23 elevators in the building to exist in a constant state of disrepair or non-operation over a  
24 period of years. Defendants' conduct violated the state Fair Employment and the San  
25  
26  
27  
28

1 Francisco Rent Stabilization and Arbitration Ordinance.

2  
3 124. As a further direct and proximate result of the intentional, and negligent  
4 acts, omissions, and unlawful discrimination of all Defendants, both named and  
5 fictitiously named, Plaintiffs each have been harmed in mind and body in that Plaintiffs  
6 have suffered non-economic damages for humiliation, mental anguish, emotional  
7 distress, pain and suffering in an amount according to proof.

8  
9 125. Under the San Francisco Rent Stabilization and Arbitration Ordinance  
10 section 37.10B (c) (3) (5) all Defendants, both named and fictitiously named, are liable  
11 for each and every offense alleged and proven and for Plaintiffs' actual damages, and  
12 not less than three (3) times the actual damages....and should Plaintiffs be the prevailing  
13 party in this civil action, Plaintiff shall be entitled to reasonable attorney's fees and  
14 costs.  
15

16  
17 **SEVENTH CAUSE OF ACTION**  
18 **(Plaintiffs Against All Defendants)**  
19 **(Intention Tort—Intentional Infliction of Emotional Distress)**

20 126. Plaintiffs repeat, reallege, and incorporate by reference paragraphs 1 to  
21 125 as though fully set forth herein.

22 127. By intentionally or by reckless and conscious disregard, the conduct of  
23 all Defendants, both named and unnamed, in exposing Plaintiffs to the unhealthy,  
24 unsafe, and untenable conditions as alleged herein, the denials of equal access to a  
25 public elevator, the exposure of Plaintiffs to aggressive and violent criminal acts and  
26 threats by third parties or dangerous tenants, among other things, has caused intentional  
27 infliction of emotional distress to some or all of the Plaintiffs.  
28

1 128. As a proximate result of all Defendants' conduct, Plaintiffs have suffered  
2  
3 general damages according to proof.

4 129. The conditions as alleged herein have been longstanding, pervasive and  
5  
6 ineffectively dealt with by all Defendants. Therefore, Defendants have demonstrated a  
7  
8 conscious disregard for the rights, health, and safety of the Plaintiffs herein.

Accordingly, Defendants are liable for punitive damages according to proof.

9 **EIGHTH CAUSE OF ACTION**  
10 **(Plaintiff Angela Underwood Against All Defendants)**  
11 **(Constructive Eviction)**

12 130. Plaintiffs repeat, re-allege, and incorporate by reference paragraphs 1 to  
13  
14 129 as though fully set forth herein.

15 131. Plaintiff Angela Underwood was forced to vacate from the subject  
16  
17 premises in or around 2024 because the conditions in the premises were unhealthy,  
18  
19 unsafe, and deplorable as alleged above.

20 132. The conditions in the subject premises had become uninhabitable and  
21  
22 dangerous due to the failure and refusal of all Defendants to maintain the premises in a  
23  
24 healthy and safe way.

25 133. Additionally, due to the Defendants' failure and refusal to protect  
26  
27 Plaintiff from the unhealthy and dangerous conditions and incidents as alleged herein,  
28  
despite her many complaints and reports, Plaintiff vacated the premises when she knew  
that further complaints would be futile.


134. As a proximate result of all Defendants' conduct, Plaintiff has suffered  
general damages for physical injury and mental distress according to proof.

1 135. The conditions as alleged herein have been longstanding, pervasive and  
2 ineffectively dealt with by all Defendants. Therefore, Defendants have demonstrated a  
3 conscious disregard for the rights, health, and safety of the Plaintiff herein. Accordingly,  
4 Defendants are liable for punitive damages according to proof.  
5

6 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and  
7 each of them, jointly and severally, as follows:  
8

- 9 1. Non-economic damages in an amount according to proof;
- 10 2. Punitive damages in an amount according to proof;
- 11 3. For reasonable attorneys' fees and costs, including expert witness fees  
12 pursuant to Government Code section 12989.2, Francisco Rent  
13 Stabilization and Arbitration Ordinance section 37.10B, by contract, and  
14 other applicable law;  
15
- 16 4. For statutory enhancement according to proof;
- 17 5. Costs of suit; and  
18
- 19 8. Such other and further relief as the Court may deem proper.  
20

21  
22 Dated: February 13, 2025.

  
\_\_\_\_\_  
Timothy J. Kodani,  
Attorney for Plaintiffs.